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DK W BK 637 PG 369
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, LA 71201
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Emily Kaye Courteau Bar# 100570

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Morris & Associates
2309 Oliver Road
Monroe, LA 71201
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**STATE OF MISSISSIPPI
COUNTY OF DESOTO**

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the undersigned, grantor (s) Citibank, N.A., As Trustee For The Holders Of BSABS 2007-SD3, do hereby convey, and warrant specially unto grantee (s) William Brooks Entrikin, the following described property situated in DeSoto County, Mississippi, to-wit;

SEE ATTACHMENT EXHIBIT "A"

INDEXING INSTRUCTIONS: Lot 11, Lambert S/D, Sec 20, T3S, R7W, in plat book 7, pages 3-5, and revised in plat book 9, pages 6-8, Desoto Co., MS

City, County, and State ad valorem taxes for the year 2010 are to be pro-rated as of the date of delivery of this deed. The above warranty and this conveyance are made subject to any and all valid and outstanding oil, gas, and mineral leases, exceptions, reservations and conveyances. The above warranty and this conveyance is made subject to any and all easements for public utilities as presently laid out, constructed or in use.

WITNESS MY SIGNATURE, this the 14th day of June, 2010.

Citibank, N.A., As Trustee For The Holders Of BSABS 2007-SD3 By It's Attorney-In-Fact Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.

BY (Typed Name):

Title:

Yvette Blatchford

VP Loan Documentation

STATE OF California

COUNTY OF San Bernardino

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the aforesaid jurisdiction, on this, the 14th day of June, 2010, within my jurisdiction, the within name Yvette Blatchford who acknowledge that he/she is VP of Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. a corporation which is the Attorney in Fact for Citibank, N.A., As Trustee For The Holders Of BSABS 2007-SD3, a corporation, and that for and on behalf of the said Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. in its representative capacity as Attorney in Fact for Citibank, N.A., As Trustee For The Holders Of BSABS 2007-SD3, that he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY

GRANTOR:
Citibank, N.A.
8480 Stagecoach Circle
Frederick, MD 21701
800-662-3806
R10-1116/kg

MY COMMISSION EXPIRES March 29, 2012 (SEAL)

GRANTEE:
William Brooks Entrikin
3090 Getwell
Hernando, MS 38632
901-413-8802 W/B

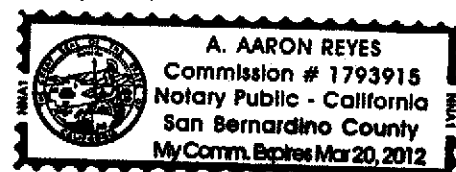


EXHIBIT "A"

LEGAL DESCRIPTION:

Lot 11, Lambert Subdivision, in Section 20, Township 3 South, Range 7 West, as shown on plat of record in Plat Book 7, Pages 3-5, and revised in Plat Book 9, Pages 6-8, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Being all or part of the same property conveyed to Grantor(s) herein shown in Warranty Deed of record at Instrument No. Book 491, Page 600 in said Register's Office.

INDEXING INSTRUCTIONS:

Lot 11, Lambert S/D, Sec 20, T3S, R7W, in plat book 7, pages 3-5, and revised in plat book 9, pages 6-8, Desoto Co., MS

BK 2,970 PG 617

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, Citibank, N.A., a national banking association and having an office for the conduct of business in New York, New York, solely in its capacity as trustee (in such capacity the "Trustee") under the Pooling & Servicing Agreement, dated as of April 1, 2007 among Bear Stearns Asset Backed Securities I LLC, a Delaware limited liability company, as depositor (the "Depositor"), EMC Mortgage Corporation, A Delaware corporation as sponsor (in such capacity, the "Sponsor"), Wells Fargo Bank, N.A., a national banking association, as master servicer (in such capacity, the "Master Servicer") and as securities administrator (in such capacity, the "Securities Administrator") and Citibank, N.A., a national banking association as trustee (the "Trustee") pursuant to which BSABS Trust 2007-2, Asset Backed Certificates, Series 2007-2 are issued and not in its individual corporate capacity, hereby constitutes and appoints Wells Fargo Bank, N.A., as its true and lawful attorney-in-fact, in its name, place and stead and for its use and benefit, to execute and acknowledge in writing or by facsimile stamp or otherwise all documents customarily and reasonably necessary and appropriate for the tasks described in items (i) through (viii) below relating to certain mortgage loans (the "Loans") owned by the undersigned, as Trustee, as serviced by Wells Fargo Bank, N.A. (Wells Fargo), as Master Servicer under the Pooling & Servicing Agreement dated as of April 1, 2007. These Loans are comprised of Mortgages, Deeds of Trust, Deeds to Secure Debt, Co-ops and other forms of Security Instruments (collectively the "Security Instruments") and the notes secured thereby (the "Notes").

The Substitution of Trustee(s) in Deeds of Trust and/or Deeds to Secure Debt in the name of the undersigned, as Trustee,

The Extension and/or Renewal of Financing Statements in the name of the undersigned, as Trustee,

The Satisfaction, Assignment and/or Release of Security Instruments and/or Financing Statements in the name of the undersigned, as Trustee, or the issuance of Deeds of Reconveyance upon payment in full and/or discharge of the Notes secured thereby,

The Modification and/or Partial Release of Security Instruments, including the subordination of a Security Instrument to an easement in favor of an entity with powers of eminent domain.

The Assumption of Security Instruments and the Notes secured thereby,

The right to collect, accelerate, initiate suit on and/or foreclose all Loans, and

The right to manage, sell, convey or transfer the real and/or personal property specified in the Security Instruments.

The endorsement of loss payable drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property encumbered by the Security Instrument.

BK 2,970 PG 618

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. The undersigned also gives to said attorney-in-fact full power and authority to appoint by subsequent power of attorney a subservicer (a "Subservicer") to act in its stead so long as the Trustee is given prior notice of such appointment. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise of power have been satisfied and this Power of Attorney has not been revoked unless an Instrument of Revocation has been recorded.

This limited power of attorney has been executed and is effective as of this 29th day of September 2008 and the same and any subsequent limited power of attorney given to any Subservicer shall terminate on the date that is the earlier of (i) one year from the date hereof and (ii) the occurrence of any of the following events or until revoked in writing by the undersigned provided, that so long as none of the following events below have occurred or continuing, the Trustee shall execute and deliver a replacement power of attorney:

- i. the supervision or termination of Wells Fargo Bank, N.A. as the Servicer with respect to the Loans serviced under the Pooling & Servicing Agreement,
- ii. the transfer of servicing from Wells Fargo Bank, N.A. to another Servicer with respect to the Loans serviced under the Pooling & Servicing Agreement,
- iii. the appointment of a receiver or conservator with respect to the business of the attorney-in-fact or Wells Fargo Bank, N.A., or
- iv. the filing of a voluntary or involuntary petition of bankruptcy by the attorney-in-fact, Wells Fargo Bank, N.A., or any of their creditors.

Notwithstanding the foregoing, the power and the authority given to said attorney-in-fact or any Subservicer under this Limited Power of Attorney shall be revoked with respect to a particular Pooling & Servicing Agreement and the Loans subject thereto upon the occurrence of:


- i. the suspension or termination of Wells Fargo Bank, N.A. as the Servicer under such Pooling & Servicing Agreement; or
- ii. the transfer of servicing under such Pooling & Servicing Agreement from Wells Fargo Bank, N.A. to another Servicer.

Nothing contained herein shall be deemed to amend or modify the related Pooling & Servicing Agreement or the respective rights, duties or obligations of the Trustee or Wells Fargo Bank, N.A. thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder. If this limited power of attorney is revoked or terminated for any reason whatsoever, a limited power of attorney given by the Servicer to any Subservicer shall be deemed to be revoked or terminated at the same time.

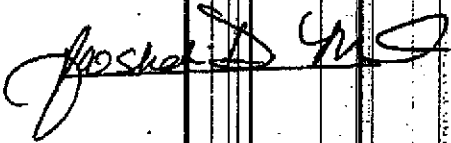
This Limited Power of Attorney supersedes all prior powers of attorney given by the undersigned to Wells Fargo Bank, N.A. for the Loans, and all such powers and the authority granted thereunder are hereby revoked effective as of the date of recording of this Limited Power of Attorney.

BK 2.970 PG 619

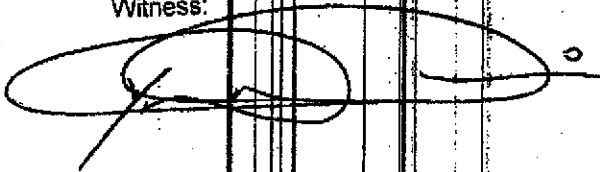
Wells Fargo Bank, N.A.
as Servicer


Name: China Brown
Title: VP of Loan Doc

Witness:



Witness:



Citibank, N.A.,
as Trustee


Name: Marion O'Connor
Title: Vice President

Witness:


Name: Karen Schiuter
Title: Vice President

Witness:

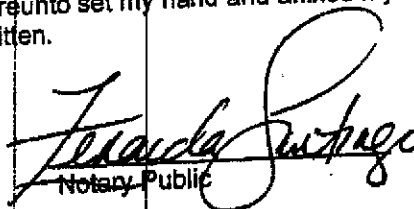

Name: Cirino Emanuele
Title: Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

SS

On September 29, 2008 before me, a Notary Public in and for said State, personally appeared Marion O'Connor, known to me to be a Vice President of Citibank, N.A., a national banking association that executed the within instrument, and also known to me to be the person who executed said instrument on behalf of such national banking association and acknowledged to me that such national banking association executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public

ZENAIDA SANTIAGO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SA6152564
Qualified In Kings County
My Commission Expires September 18, 2010

BK 2,970 PG 620

STATE OF _____)
COUNTY OF _____)

On _____, before me, a Notary Public in and for said State, personally
appeared _____, known to me to be a _____ of Wells Fargo
Bank, N.A. that executed the within instrument, and also known to me to be the person who
executed said instrument on behalf of such corporation and acknowledged to me that such
national banking association executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.

Notary Public